

overtime

1 July 1954

OGC Has Reviewed

MEMORANDUM FOR: DD-P/PE Personnel Officer

ATTENTION : [] 25X1A

SUBJECT : [] - Overtime Claims
25X1A

1. This is in reply to your memorandum dated 4 May 1954 requesting a determination from this office regarding possible further action on the subject overtime claim.

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2. We must concur in the conclusion reached by [] in the first paragraph of his memorandum to the Chief, PE/ADMIN, in which he states that his staff "cannot approve your request that (they) now in 1954 authorize payment of overtime to an individual for services performed in 1952/1953 under a contract which did not include overtime benefits." The status of the individual concerned is referred to variously in his own memorandum to [] dated 26 April 1954 and in the Chief, PE, memorandum to the Special Contracting Officer dated 25 February 1954 as a "contract agent" as well as a "contract employee". In either event, the Confidential Funds Regulations (14.8a and 14.9(1)) contain identical statements that such persons "shall have and be granted only those rights, privileges and benefits which are provided in the contract". There is no consideration for the retroactive amendment of the contract to provide for additional benefits where such benefits were not mutually intended at the time the contract was executed. If [] presumption is correct that you were referring to action to be taken by a committee established by CIA Notice [] we wish to point out that the notice makes no reference to overtime and simply reflects an effort to equalize direct increases in compensation following the legislative pay increase of P. L. 201 in amendment to the Classification Act of 1949. This, as you will recall, was adopted by the Director effective 24 October 1951 for Agency employees and the "committee" (consisting of the Special Contracting Officer, Administrative Staff (Special), and designated representatives of the Personnel Office, and the operating office concerned) was designed to give consideration to individuals under contract whose status was equivalent in many respects to that of employees. It is our understanding that the Notice [] has been allowed to lapse and the fact that the Committee did not act in the particular

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case in question seems controlling. In the absence of any proof in the file that the Committee did in fact give specific consideration to this individual, and the failure to amend the contract was a matter of administrative inadvertence, he appears to have no further recourse.


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Assistant General Counsel

OGC:CWP:cst

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cc:


Subject File
OGC, 317 South
Chrono